

1. PARTIES

The **Montana Department of Corrections (DEPARTMENT)** and the **University of Montana (CONTRACTOR)** enter into this Contract (**08-045-ACCD**). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Adult Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

*University of Montana
School of Social Work
32 Campus Drive
Missoula, Montana 59812
(406) 243-5557*

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR

- 2.1 CONTRACTOR will develop and provide educational assessment and continuing education training services for Adult Community Corrections Division (ACCD) employees; both educational assessment and continuing education training services will be available exclusively in an on-line, distance-learning format.
- 2.2 It is understood by both parties that development of educational assessment and continuing education training services will require close, ongoing communication between DEPARTMENT AND CONTRACTOR and will require the cooperation of DEPARTMENT personnel in facilitating and insuring timely responses to requests for information from the field. CONTRACTOR and DEPARTMENT understand that this program development process will also require close sustained e-mail and telephone communication on all parts and both accept this responsibility. CONTRACTOR agrees to maintain cell-phone availability at its own expense.
 - 2.2.1 Responsibility for resolving issues of CONTRACTOR and/or DEPARTMENTAL communication non-response will rest with DEPARTMENT'S training coordinator.
- 2.3 CONTRACTOR agrees to provide the services of one associate professor (Timothy B. Conley, Ph.D.) to render to DEPARTMENT educational assessment and continuing education training services.
 - 2.3.1 Professor Conley will collaborate with David Schantz, Ph.D. in partnership on all aspects of educational needs assessment, continuing education training modules development, and continuing education training services.
- 2.4 Workforce assessment: Prior to teaching each training module, CONTRACTOR will complete an educational training interest and needs assessment survey of all eligible participants which will also serve as an indicator of pre-training level of knowledge. This survey will be administered to the ACCD "training eligible" workforce. The survey will be conducted over the internet. Survey results will be maintained by CONTRACTOR and made available to DEPARTMENT. Training module development will be informed by survey results and developed to meet DEPARTMENT workforce needs - both system wide and individually.

- 2.4.1 The assessment survey of pre-training level of knowledge will be re-administered post training for those who have completed specific modules. This will serve as an index, measuring workforce knowledge improvement and will be reported to DEPARTMENT within 45 days of each training module completion.
- 2.4.2 CONTRACTOR will provide two hundred and twenty five (225) sixteen hour on-line training modules to eligible employees of DEPARTMENT.
- 2.5 The following section of the Contract describes the basic learning objectives of each specific training area described below. Modules outlined under contract sections 2.5.2, 2.5.3; 2.5.4, and 2.5.6 will be informed by the outcomes of section 2.4. of this Contract. The trainings described under section 2.5.5 and 2.5.7 are new developments and, again, will be informed by the workforce survey of knowledge results. CONTRACTOR is responsible to update and maintain each module with contemporary educational materials. Each module will consist of one (1) 16 hour continuing education training module each. The dates that each module will be available for worker participation follows each description.
- 2.5.1 DEPARTMENT will provide CONTRACTOR with a current e-mail list of all participants who are eligible for each training module.
- 2.5.2 **Cultural Diversity.** Non-white persons are over-represented in prisoner and offender populations. Contemporary approaches to working with persons from diverse backgrounds will be outlined as workers in this track examine their own cultural background and belief systems concerning persons from other backgrounds. The impact of discrimination and prejudice on offenders seeking to adjust to life on probation/parole and strategies to help facilitate successful functioning and prevent recidivism will be thoroughly covered. Specific topics will include: Introduction to Diversity and Native American Issues; Major Concerns about the Needs of Native Americans in Montana; Native American History and Background and Mental Health Needs in Prison; Native American Demographics and Tribal Justice; Minority Worker Recruitment and Women in Corrections; Women's Issues in Corrections, FASD and Juvenile Justice Issues; Work Place Harassment/Discrimination Policy; Alternative Viewpoints on Respecting Diversity; Native American Community Safety Planning, Justice Sites and Black, Hispanic, and White Distributions in the System; Intolerance and Multicultural Competency; Gender, Aging, and Management Resources; Assessment Tools; Mental Health Best Practices and Guiding Principals; What Works and Doesn't, Work with Developmentally Disabled Offenders; Introduction to Restorative Justice; Restorative Justice and the Validity of Mental Health Assessment with Native Americans; and Worker Self Assessment and Change. Available August 20, 2007.
- 2.5.3 **Sex Offenders/Violent Offenders.** These offenders pose unique and difficult challenges for P&P officers. Contemporary approaches to working with persons convicted of sexual and or violent offences will be covered in this training and include: Prevalence rates in Montana; Facts, Myths, and Statistics; Risk Assessment and Risk Factors; Pedophiles and Child Molesters; Juveniles as Perpetrators of Sex Crimes; Women as Perpetrators of Sex Crime; Cyber-sex offenses; Types of Violent Offenders; Intimate Partner Violence; Violent Offender Programming; High Profile Cases and the Press; Secondary Trauma and Probation Officers; Treatment, Management and Recovery strategies; Polygraph testing and Electronic monitoring as offender management strategies; and Recidivism. Available September 24, 2007.

- 2.5.4 **Substance Abuse I.** Workers completing this training will evidence increased knowledge about the etiology, course, and treatment of chemical dependency disorders. They will identify and (apply to case examples) evidence based best practices for the management of the chemically dependent offender on parole/probation including screening and assessment, urinalysis protocols, Stages of Change Theory and basics of Motivational Interviewing. Additional content areas will include: Facts, Prevalence Rates and Statistics; Drugs of abuse; What Works With Addicted Offenders; Principles of Substance Abuse Treatment for Criminal Justice Populations; Screening Tools; DSM-IV-TR; Level of Treatment Need; Conceptualizing Motivation and Change; Motivational Interviewing as a Counseling Style; Transtheoretical Model of the Stages of Change; Harm Reduction: A New Perspective on Substance Abuse Service; and Alcoholics Anonymous and Co-occurring Disorders. Available August 20, 2007.
- 2.5.5 **Substance Abuse II.** Workers must have completed the first level of substance abuse training in order to be eligible for this training. Those completing this training will evidence further increased knowledge about the etiology, course, and treatment of chemical dependency disorders. They will identify the diagnostic criteria from DSM-IV-TR and the American society of Addiction Medicine, gain further knowledge of the application of stages of change theory and evidence and intermediate level of understanding with regards to Motivational Interviewing. Fetal alcohol syndrome and its impact on the adult offender will be covered as will the impact of addiction on the elderly offender. Participants will be introduced to differentiating between mental illness and addictive disorder in the dually diagnosed population. Specific strategies for managing offenders discharged from an institutional level of care in Montana's methamphetamine prison programs (Nexus and Elkhorn) will be introduced. Participants completing this training will evidence an increased level of understanding with regards to all publicly funded residential treatment resources in Montana (MCDC, MSH, WATCH etc.). Available January 7, 2008.
- 2.5.6 **Mental Health I.** Mental illness and co-occurring disorders (mental illness and addictions) are very highly represented within the prisoner, offender and probationer populations. Knowledge level assessment of the Probation and Parole worker pool reveal that those who have not participated in this training require a beginning basic survey of Mental Illness/Health issues as pertaining to the population they work with. Participants in this track will become familiar with signs/symptoms of mental illness and co-occurring disorders, become equipped with simple screening tools, learn methods of effective interaction with offenders, and become knowledgeable of sources of specialized services for this population. Common disorders such as schizophrenia, bi-polar disorders, and major affective depression as well as common legal medications will be a primary focus. The interaction of mental illness, medication, and substance use will also be covered. Legalities of Department of Public Health and Human Services sentences and commitments will be outlined. Additional topics covered will include: General information about Mental Illness and Understanding Depression; and Women and Mental Illness. A focus applying to both Women and Men will be on Depression/Bipolar Disorder; General Mental Illness and the Criminal Justice System; Personality Disorders; Schizophrenia; Severe Mental Illness in Prisons and Malingering; Recognizing Suicidal Danger and Making Referrals; Medication; an introduction to Assessment Tools and Mental Health Treatment of Inmates and Parolees; Interpreting Psychological Reports; and Defining Severe and Persistent Mental Illness and Locating Mental Health Services and Advocacy Groups will also be included. Co-Occurring Disorders in the CJ System will also be a focus. Available September 24, 2007.

2.5.7 **Mental Health II.** Workers must have completed the Mental Health I training module in order to be eligible for this training. This training will continue to elaborate and enhance skills and knowledge introduced through Mental Health I. The primary focus of training at this level will be concentrated on relationship building with mentally ill offenders and co-occurring disorder offenders in order to achieve maximal P&P intervention effectiveness. As part of the relationship building emphasis, focus will be placed on understanding interaction and thought patterns of persons impacted by severe mentally illness such as schizophrenia, major depression, and bipolar disorder. Moreover, severe personality disorders such as anti-social, narcissistic, and borderline will be covered. Enhanced tools for mental illness assessment and co-occurring disorder screening materials will be covered as well as assessment activities of personal work space/practices. Additional material will be provided in the area of suicidal ideation recognition and suicide attempt prevention. Work will also focus on developing supportive communities within rural areas for working with mentally ill and co-occurring disorder supervisees through case study analysis and community based work and reporting. Available February 4, 2008.

2.6 Significant components of the continuing education training modules that are being requested by DEPARTMENT will rely on the securing of respected expertise, throughout the state and within the region. Building a comprehensive curriculum will include the identification and recruitment of these experts and enlisting their knowledge in developing on line internet ready curriculum for training. CONTRACTOR will be responsible for the quality and format of all materials presented and will work with DEPARTMENT personnel and the national/regional literature and educational community to find and recruit best qualified most suitable assisting training designers for these activities.

3. **COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. During Fiscal Year 2008 (July 1, 2007 through June 30, 2008) DEPARTMENT agrees to pay CONTRACTOR a sum of one hundred thirty four thousand, eight hundred forty one and 00/100 dollars (\$134,841.00) for two hundred twenty five (225) sixteen (16) hour on-line training modules. CONTRACTOR shall invoice DEPARTMENT for one half of the respective amount on or about August 1, 2007 and one half of the amount on or about January 1, 2008. These payments constitute the entire amount of compensation to be paid to CONTRACTOR during the first year of the contract.
- B. Compensation delineated in part A above is inclusive of all salaries, extra compensation, course buyout, and benefits for professors, graduate assistants, subcontractors and all equipment, travel and consulting costs for this contract.
- C. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.
- D. DEPARTMENT may withhold payment to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, training activities may occasionally require the use of DEPARTMENT facilities and equipment and this may occur on an infrequent but as needed basis.

5. TIME OF PERFORMANCE

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30th, 2008, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Dale Aschim, Community Corrections Training Specialist, 1539 11th Avenue, Helena, MT 59620 (406-444-7892) will serve as DEPARTMENT liaison.
- B. Timothy B. Conley, Ph.D., Assistant Professor, currently residing at the School of Social Work, 32 Campus Drive, Missoula, MT 59812-1584 (243-5557) will serve as CONTRACTOR liaison. Robert Pfister, Office of Research and Sponsored Programs, University Hall 202, The University of Montana, Missoula, MT 59812-4104, (406) 243-4786, is the administrative contact for CONTRACTOR.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials and intellectual property that CONTRACTOR develops or utilizes (i.e., continuing education training modules, reports, spreadsheets, data bases etc.) in performing the services set forth in Section 2 above shall be the joint property of CONTRACTOR, Timothy B. Conley, Ph.D., and David Schantz, Ph.D.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

It is understood that CONTRACTORS are currently employees of the University of Montana and as such are covered by workers compensation. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR and graduate student interns working under this contract, shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to:

9. **HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

10. **INSURANCE**

A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, graduate student interns, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverage, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

11. **ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, or transfer rights, under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract. The CONTRACTOR may subcontract, sublet and/or delegate training module development duties to David Schantz, Ph.D. and qualified other professionals and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by all parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 90 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract at the start of any fiscal year if available funding is reduced for any reason.

- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. INTEGRATION

This Contract contains the entire agreement between all parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

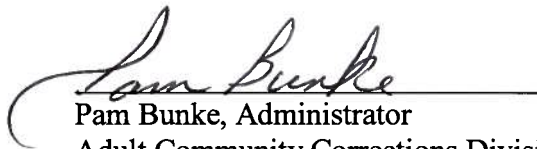
A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts and Facilities Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.


22. SIGNATURES

DEPARTMENT


Pam Bunke, Administrator
Adult Community Corrections Division


8-6-07
Date

CONTRACTOR


Timothy B. Conley Ph.D.
School of Social Work

8-7-07
Date

Approved for Legal Content by:


Legal Counsel
Department of Corrections

8/1/07
Date


Robert Pfister, Sponsored Programs Assistant
Manager for The University of Montana

8-7-07
Date